

9/08/08 9:43:09
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DESOTO COUNTY, MS
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P. O. BOX 520
KOSCIUSKO, MS 39090

This document was prepared by: MERCHANTS & FARMERS BANK
P. O. BOX 520
KOSCIUSKO, MS 39090
(662) 342-0182

(name, address, phone number)

State of Mississippi _____ Space Above This Line For Recording Data _____

MODIFICATION OF DEED OF TRUST

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is 08-15-2008
_____. The parties and their addresses are:

GRANTOR: KENNETH E. GRACE, INDIVIDUALLY
3425 LAKEHURST CV PHONE NUMBER 901 351 3632
SOUTHAVEN, MS 38671

TRUSTEE: L. SCOTT PICKLE
P.O. BOX 520
KOSCIUSKO, MS 39090

LENDER: MERCHANTS & FARMERS BANK
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MISSISSIPPI
P. O. BOX 520
KOSCIUSKO, MS 39090

BACKGROUND. Grantor and Lender entered into a Security Instrument dated 08-09-2006
_____ and recorded on 08-31-2006 _____. The
Security Instrument was recorded in the records of DESOTO
_____ County, Mississippi at BOOK 2553 PAGE 232 _____.
_____. The property
is located in DESOTO _____ County at 1777 SPRINGFIELD CV, SOUTHAVEN, MS 38670 _____.

Described as: INDEXING INSTRUCTIONS: SECTION 26, TOWNSHIP 1 SOUTH, RANGE 8 WEST, CITY OF SOUTHAVEN, DESOTO
COUNTY, MISSISSIPPI

LOT 2967 SECTION "N" SOUTHAVEN WEST SUBDIVISION IN SECTION 26, TOWNSHIP 1 SOUTH, RANGE 8 WEST, CITY OF SOUTHAVEN,
DESOTO COUNTY, MISSISSIPPI AS PER PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 8 & 9 IN THE OFFICE OF THE CHANCERY CLERK
OF DESOTO COUNTY MISSISSIPPI.

M & F
Slt
sm

MODIFICATION. For value received, Grantor and Lender agree to modify the original Security Instrument. Grantor and Lender agree that this Modification continues the effectiveness of the original Security Instrument. The Security Instrument was given to secure the original debts and obligations (whether identified as Secured Debts, Sums Secured, or otherwise) that now have been modified. Together with this Modification, the Security Instrument now secures the following debts and all extensions, renewals, refinancings, modifications and replacements. *(Include items such as borrower's name, note or contract amounts, interest rates (whether variable), maturity dates, etc.)* KENNETH GRACE

NOTE #1787190

IN THE AMOUNT OF \$15,090.95

INTEREST RATE 6.00% FIXED

MATURITY DATE 08/15/2009


☐ **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed \$_____ ☐ which is a \$_____ ☐ increase ☐ decrease in the total principal amount secured. This limitation of amount does not include interest and other fees and charges validly made pursuant to the Security Instrument. Also, this limitation does not apply to advances made under the terms of the Security Instrument to protect Lender's security and to perform any of the covenants contained in the Security Instrument.

WARRANTY OF TITLE. Grantor warrants that Grantor is or will be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell, and mortgage the property. Grantor also warrants that such same property is unencumbered, except for encumbrances of record.

CONTINUATION OF TERMS. Except as specifically amended in this Modification, all terms of the Security Instrument remain in effect.

SIGNATURES: By signing below, Grantor agrees to the terms and covenants contained in this Modification. Grantor also acknowledges receipt of a copy of the Modification.

GRANTOR:

	
(Signature) KENNETH E. GRACE	(Date) 8-1-08
_____	_____
(Signature)	(Date)
_____	_____
(Signature)	(Date)

LENDER: MERCHANTS & FARMERS BANK

By _____

ACKNOWLEDGMENT:

STATE OF MISSISSIPPI, COUNTY OF Desoto } ss.
 (Individual) Personally appeared before me, the undersigned authority in and for the said
 county and state, on this 15th day of Aug 2008,
 within my jurisdiction, the within named KENNETH E. GRACE INDIVIDUALLY

who acknowledged that he/she/they executed the above and foregoing instrument.
 My commission expires:

(Seal)

Thomas L. Lott
 (Notary Public)

NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE
 MY COMMISSION EXPIRES SEPT. 3, 2010
 BONDED THRU NOTARY PUBLIC UNDERWRITERS

ACKNOWLEDGMENT:

STATE OF MISSISSIPPI, COUNTY OF _____ } ss.
 (Lender) Personally appeared before me, the undersigned authority in and for the said
 county and state, on this _____ day of _____,
 within my jurisdiction, the within named _____

who acknowledged that he/she/they is/are _____ OF MERCHANTS & FARMERS
 BANK, A MISSISSIPPI BANKING CORPORATION, AND THAT FOR AND ON BEHALF OF THE SAID CORPORATION, AND AS ITS
 ACT AND DEED HE EXECUTED THE ABOVE AND FOREGOING INSTRUMENT, AFTER FIRST HAVING BEEN DULY AUTHORIZED
 BY SAID CORPORATION SO TO DO.

My commission expires:

(Seal)

(Notary Public)